

**United States Court of Appeals
FOR THE EIGHTH CIRCUIT**

No. 99-3849

Safety National Casualty Corporation,	*	
	*	
Appellant,	*	
	*	Appeal from the United States
v.	*	District Court for the
	*	Eastern District of Missouri.
Municipal Excess Liability Joint	*	
Insurance Fund; Municipal Excess	*	[UNPUBLISHED]
Liability Residual Claims Fund;	*	
Public Entity Risk Management	*	
Administration, Inc.,	*	
	*	
Appellees.	*	

Submitted: June 12, 2000

Filed: June 26, 2000

Before BOWMAN and MORRIS SHEPPARD ARNOLD, Circuit Judges, and
PANNER,¹ District Judge.

PER CURIAM.

¹The Honorable Owen M. Panner, United States District Judge for the District of Oregon, sitting by designation.

The District Court² dismissed Safety National's lawsuit against the defendants on the ground that the court lacked jurisdiction over Safety National's claim for a declaratory judgment in that Safety National was not entitled to compel arbitration with the defendants, the asserted right to compel arbitration (in St. Louis County) being the only basis for the exercise of personal jurisdiction. Safety National appeals.

Because the language of the insurance policy in question provides, as the District Court correctly held, only for permissive, rather than mandatory, arbitration, the action was properly dismissed for lack of personal jurisdiction over the defendants. We have considered all of Safety National's arguments to the contrary and find them meritless. The plain meaning of the unambiguous language of the well-drafted arbitration clause in the insurance policy is controlling and beyond cavil establishes for the parties a regime of permissive, not mandatory, arbitration.

The order of the District Court denying Safety National's motion to compel arbitration and dismissing the lawsuit without prejudice is affirmed. See 8th Cir. R. 47B.

A true copy.

Attest:

CLERK, U.S. COURT OF APPEALS, EIGHTH CIRCUIT.

²The Honorable David D. Noce, United States Magistrate Judge for the Eastern District of Missouri, presiding with the consent of the parties pursuant to 28 U.S.C. § 636(c)